

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SECOND AMENDMENT TO OIL AND GAS LEASE

THE STATE OF TEXAS
COUNTY OF TARRANT

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KNOW ALL MEN BY THESE PRESENTS

WHEREAS, the **CITY OF ARLINGTON**, a home rule municipal corporation of the State of Texas located with Tarrant County, Texas ("Lessor") and **QUICKSILVER RESOURCES, INC.**, and **MARSHALL R. YOUNG OIL CO.**, a Delaware Corporation ("Lessee") entered into an Oil and Gas Lease (No Surface Use), dated effective as of October 18, 2006 (the "Lease"), as evidenced by a Memorandum of Oil and Gas Lease, dated October 18, 2006, and filed for record in Instrument No. D206329299 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, Lessor and Lessee entered into an Amendment to Oil and Gas Lease, executed on March 17, 2009, but effective as of the effective date of the Lease, and filed for record in Instrument No. D209086075 of the Real Property Records of Tarrant County, Texas; and

WHEREAS, Lessor and Lessee now desire to amend the Lease to add the property described;

NOW, THEREFORE, Lessor and Lessee do mutually agree that except as provided below, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of conflict or inconsistency between the provisions set forth in this Second Amendment to Oil and Gas Lease and the Lease, this Amendment shall govern and control. Furthermore, for valuable consideration and in consideration of mutual covenants, Lessor and Lessee hereby agree as follows:

1. Description. The Lease land description on Exhibit "A" shall be amended to add the property following tract of land, containing in the aggregate approximately **2.769 acres**:

- Tract 47. Being approximately 2.769 acres, more or less, being the lands conveyed by Warranty Deed, dated January 29, 1959, from Texas Electric Service Company to the City of Arlington, recorded in Volume 3288, Page 201, Deed Records, Tarrant County, Texas.

2. Approval. Lessor and Lessee agree that this Second Amendment to Oil and Gas Lease is entered into after City Council approval and execution in accordance with its terms.

3. Counterparts. This Amendment may be executed in multiple counterparts, and by the parties hereto on separate counterparts, and each counterpart, when so executed and delivered shall constitute an original agreement, and all such separate counterparts shall constitute one and the same agreement.

4. Memorandum. It is understood and agreed that a Memorandum of Amendment to Oil and Gas Lease may be filed of record for the purpose of providing record notice of the existence of

this Amendment in lieu of recording the executed original. Said Memorandum of Amendment to Oil and Gas Lease shall be recorded in the Official Public Records of Tarrant County, Texas, within a reasonable time by Lessee with a copy thereof to be promptly furnished to Lessor.

5. No Warranty. This Second Amendment to Oil & Gas Lease is given and granted without warranty of title, express or implied, in law or in equity. Lessor agrees that Lessee, at Lessee's option, may purchase or discharge, in whole or in part, any tax, mortgage or other lien upon the leased premises and thereupon be subrogated to the right of the holder thereof, and may apply royalties accruing hereunder toward satisfying same or reimbursing Lessee. It is also agreed that if Lessor owns an interest in the oil and gas under the leased premises less than the entire fee simple estate therein, the royalties to be paid Lessor shall be reduced proportionately, but in no event shall the shut-in royalty amount for a gas well be reduced.

FOR the same consideration recited above, the undersigned does hereby consent to, ratify, adopt and confirm all the terms and provisions of the Lease, as amended herein, and does hereby grant, lease and let to Lessees, their successors and assigns, the land covered by the Lease, as amended hereby. The undersigned hereby further declare that the Lease, as amended and ratified, in all its terms and provisions, is and remains a valid and subsisting Oil, Gas and Mineral Lease, and declare that the Lease is binding upon the undersigned and its successors and assigns.

This instrument shall be binding upon and inure to the benefit of Lessor and Lessees and their respective successors, personal representatives and assigns.

EXECUTED this 29th, day of March, 2010.

LESSEE:

QUICKSILVER RESOURCES INC.,
A DELAWARE CORPORATION

By: Clay Blum
Name: Clay Blum
Title: V.P. US LAND

LESSEE:

MARSHALL R. YOUNG OIL CO.,
A DELAWARE CORPORATION

By: SG Wilson
Name: SG WILSON
Title: Vice President

LESSOR:

CITY OF ARLINGTON, TEXAS

By: Robert S. Byrd
Name: Robert S. Byrd
Title: Deputy City Manager

APPROVED AS TO FORM:
JAY DOEGEY, City Attorney

BY Jay Doegey

ATTEST:

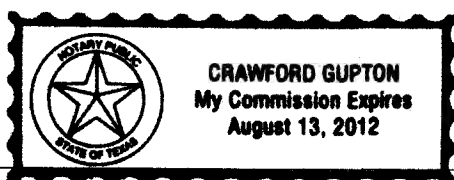
THE STATE OF TEXAS
COUNTY OF TARRANT

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MARSHALL A. YOUNG OIL CO.

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Greg Wilson, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of **MARSHALL A. YOUNG OIL CO.**, thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 2nd day of March, 2010.



My Commission Expires

Crawford Gupton
Notary Public in and for
The State of Texas

Crawford Gupton
Notary's Printed Name

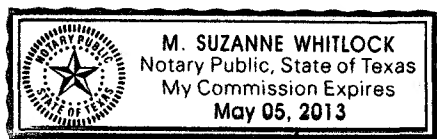
THE STATE OF TEXAS
COUNTY OF TARRANT

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CITY OF ARLINGTON, TEXAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Robert S. Byrd**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **CITY OF ARLINGTON, TEXAS**, a municipal corporation of the State of Texas, Tarrant County, Texas, and as the **Deputy City Manager** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of March, 2010.



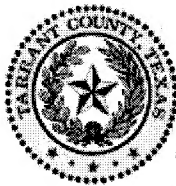
My Commission Expires 5/5/13

M. Suzanne Whitlock
Notary Public in and for
The State of Texas

M. SUZANNE WHITLOCK
Notary's Printed Name

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

QUICKSILVER RESOURCES INC
777 WEST ROSEDALE ST STE 300
FT WORTH, TX 76104

Submitter: KENNETH STRUTHERS

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 4/21/2010 10:49 AM

Instrument #: D210092144

LSE

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PGS

\$28.00

By: _____

Suzanne Henderson

D210092144

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: VMMASSINGILL